

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bodine Electric Company		03/05/2008	CORPORATION: ILLINOIS

## RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1858369	BODINE
Registration Number:	1112193	BODINE
Registration Number:	0915628	BODINE ELECTRIC COMPANY
Registration Number:	0848681	MOTORGRAM
Registration Number:	1424590	QUALITY IN MOTION

## CORRESPONDENCE DATA

Fax Number: (312)803-5299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1679240

900100823

TRADEMARK  
REEL: 003732 FRAME: 0831

CH \$140.00 1858369

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/06/2008
<b>Total Attachments: 4</b> source=2375061#page1.tif source=2375061#page2.tif source=2375061#page3.tif source=2375061#page4.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 5<sup>th</sup> day of March, 2008, Bodine Electric Company, an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 2500 West Bradley Place, Chicago, Illinois 60618-4798, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain subsidiaries or affiliates of Debtor, and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BODINE ELECTRIC COMPANY

By 

Name: John R. Bodine

Title: President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

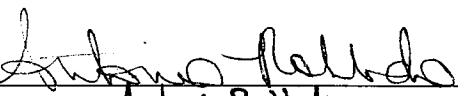
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BODINE ELECTRIC COMPANY

By \_\_\_\_\_  
Name: John R. Bodine  
Title: President

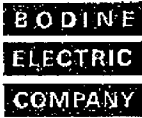
Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By  \_\_\_\_\_  
Name: Antonio Robledo  
Title: Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BODINE	1858369	10/18/1994
BODINE	1112193	1/30/1979
BODINE ELECTRIC COMPANY (design) 	0915628	6/29/1971
MOTORGRAM	0848681	5/7/1968
QUALITY IN MOTION	1424590	1/13/1987